

PRDUCT APS | LEGAL

Subscription Agreement

Version 1.0 | Effective 10 September 2026 | <https://prduct.com/subscription-agreement>

Prduct ApS

Last Updated: 10 September 2026

1. PARTIES AND ACCEPTANCE

1.1 This Subscription Agreement (the "Agreement") is entered into between Prduct ApS, CVR no. 39368226, Universitetsbyen 71, 8000 Aarhus C, Denmark ("Prduct") and the organisation identified in the Order Form (the "Customer").

1.2 The Customer accepts this Agreement by confirming the Order Form in the Platform checkout or by signing it. Prduct confirms the order by email. The Agreement takes effect on the date of Prduct's confirmation (the "Effective Date").

1.3 Authority. The person accepting this Agreement on behalf of the Customer confirms that he or she holds a position within the Customer that entitles him or her to enter into agreements of this kind and value, or has been specifically authorised to do so. Prduct may rely on this confirmation and on the company details entered in the Order Form.

1.4 The Agreement consists of: the Order Form; this Agreement; Schedule 1 (Service Levels); Schedule 2 (Data Processing Agreement); the Terms of Use; and the Acceptable Use Policy.

2. TERMS OF USE AND DOCUMENT HIERARCHY

2.1 The Terms of Use apply to every user of the Customer's workspace. The Customer ensures that its users comply with the Terms of Use and the Acceptable Use Policy.

2.2 In case of conflict between the documents forming the agreement, the document listed first prevails: (a) a signed or confirmed Order Form or enterprise agreement; (b) the Subscription Agreement; (c) Schedule 1 (Service Levels); (d) the Terms of Use; (e) the Acceptable Use Policy. Schedule 2 (Data Processing Agreement) prevails over all other documents in matters concerning the processing of Personal Data.

2.3 The Customer's own purchasing terms and conditions do not apply, even if referred to in a purchase order, unless Prduct has accepted them in writing.

3. SUBSCRIPTION

3.1 Prduct grants the Customer a non-exclusive, non-transferable right to use the Platform during the Term at the tier, with the modules and within the usage limits stated in the Order Form.

3.2 Tiers are Starter, Plus, Premium and Enterprise. Features and base usage limits per tier are those published at prduct.com/plans at the time of order and recorded in the Order Form.

3.3 Additional capacity and modules may be added during the Term. They are invoiced pro rata for the remaining Term and renew with the subscription.

3.4 Downgrades take effect only at renewal and require 90 days' notice before the renewal date.

3.5 For Enterprise customers, a signed enterprise agreement may modify this Agreement and its Schedules. Where it does, the enterprise agreement prevails.

4. FEES AND PAYMENT

4.1 Fees are stated in the Order Form and are exclusive of VAT.

4.2 Fees are invoiced annually in advance unless the Order Form states otherwise. Payment is due 30 days from the invoice date.

4.3 Late payment accrues interest in accordance with the Danish Interest Act (renteloven), and Prduct may charge statutory reminder fees.

4.4 If payment is more than 30 days overdue, Prduct may suspend access to the Platform after 10 days' written notice until payment is received. Suspension does not relieve the Customer of its payment obligations.

4.5 Fees are non-refundable except as expressly stated in this Agreement.

5. TERM AND RENEWAL

5.1 The initial term is 12 months from the Effective Date unless the Order Form states otherwise (the "Initial Term").

5.2 The subscription renews automatically for successive 12-month periods (each a "Renewal Term") unless either party gives written notice of non-renewal at least 90 days before the end of the current term.

5.3 The Customer may not terminate for convenience during the Initial Term or a Renewal Term.

6. PRICE ADJUSTMENT

6.1 Prduct may increase the fees by up to 10% at each renewal. Prduct notifies the Customer of the new fees at least 120 days before the renewal date, so that the Customer may give notice of non-renewal under Section 5.2.

6.2 Increases above 10% require the Customer's written acceptance.

7. SERVICE LEVELS

7.1 Prduct provides the service levels for the Customer's tier as set out in Schedule 1. Service credits under Schedule 1 are the Customer's sole remedy for failure to meet the uptime commitment.

8. CUSTOMER'S USERS AND CONNECTED ACCOUNTS

8.1 The Customer is responsible for all activity in its workspace, for managing user access and for promptly removing users who should no longer have access.

8.2 The Customer may invite suppliers, customers and other partners to connect to its workspace within the limits of its tier ("Connected Accounts"). Connected Accounts enter into the Terms of Use directly with Prduct.

8.3 Data received from Connected Accounts may be used and shared within the Customer's own supply chain solely for the purposes for which it was shared and in accordance with applicable law. The Customer is responsible for its own use and onward disclosure of such data and will indemnify Prduct against any third-party claim arising from it. Prduct does not verify data provided by Connected Accounts.

8.4 Where data received from Connected Accounts contains Personal Data, the Customer and the Connected Account each act as independent controllers. Prduct processes such Personal Data as processor for each of them under Schedule 2.

8.5 The Customer may enable features for Connected Accounts within its tier ("Sponsored Features"). Sponsored Features end when the Customer's subscription ends or the connection is terminated.

9. DATA PROTECTION

9.1 Schedule 2 governs the processing of Personal Data contained in Customer Data. A custom data processing agreement signed by both parties prevails over Schedule 2.

10. LIMITATION OF LIABILITY

10.1 Neither party is liable for indirect or consequential loss, including loss of profit, business interruption, loss of goodwill or loss of data, except where caused by gross negligence or wilful misconduct.

10.2 Prduct's total aggregate liability arising out of or in connection with this Agreement in any 12-month period is limited to the fees paid or payable by the Customer under this Agreement in the 12 months preceding the event giving rise to the claim.

10.3 Data loss and restoration costs are direct loss subject to the limitation.

10.4 The limitations in this Section do not apply to: (a) either party's indemnification obligations; (b) liability for gross negligence or wilful misconduct; (c) death or personal injury caused by negligence; or (d) liability that cannot be limited under applicable law.

11. TERMINATION

11.1 Either party may terminate this Agreement for material breach not cured within 14 days of written notice. Prduct may terminate immediately if the Customer violates the Acceptable Use Policy or uses the Platform for illegal activity.

11.2 Prduct may terminate this Agreement for convenience with 6 months' written notice. Prepaid fees for the period after termination are refunded pro rata.

11.3 Either party may terminate with immediate effect if the other party becomes insolvent, enters into bankruptcy or restructuring proceedings, or ceases to trade.

11.4 On expiry or termination: access ceases at the end of the Term; the Customer has 30 days to export Customer Data; Prduct deletes Customer Data within 90 days in accordance with Schedule 2, except anonymised data under Terms of Use Section 8.2; unpaid fees remain due; refunds are made only as expressly stated in this Agreement.

12. CHANGES DURING A COMMITTED TERM

12.1 Prduct may amend the Terms of Use, this Agreement and the Schedules by giving the Customer at least 30 days' written notice.

12.2 An amendment that materially reduces the Customer's rights or materially increases the Customer's obligations does not take effect for the Customer until the start of the Customer's next Renewal Term, unless the amendment is required by law or is necessary to address a security or legal risk. In that case Prduct will state the reason, and the Customer may terminate the affected subscription with effect from the

date the amendment takes effect and receive a pro-rata refund of prepaid fees for the remaining committed term.

12.3 Other amendments take effect on the date stated in the notice. Continued use after that date constitutes acceptance. Prduct may in addition require the Customer's users to confirm amended terms at their next login.

13. GENERAL PROVISIONS

13.1 The Customer may not assign this Agreement without Prduct's consent. Prduct may assign in connection with a merger, acquisition, or asset sale.

13.2 Neither party is liable for delays due to force majeure (except payment obligations).

13.3 This Agreement, with the documents listed in Section 1.4, constitutes the entire agreement and supersedes all prior agreements on its subject matter.

13.4 If any provision is unenforceable, the rest remains in effect.

13.5 Notices must be in writing. To Prduct: legal@prduct.com (billing matters: billing@prduct.com). To the Customer: the contact email in the Order Form.

13.6 The parties are independent contractors, not partners or agents.

13.7 This Agreement is drafted in English. Translations are provided for convenience only; in case of discrepancy the English version prevails.

13.8 Sections 4, 8.3, 8.4, 9, 10, 11.4, 13 and 14 survive termination.

14. GOVERNING LAW AND DISPUTES

14.1 Danish law governs this Agreement, excluding conflict of law rules and CISG.

14.2 Disputes must be brought before the Danish courts (venue: Aarhus), except that Prduct may seek injunctive relief in any competent court.

14.3 Before litigation, the parties will attempt good-faith negotiations for 30 days.

15. ORDER FORM

15.1 The Order Form confirmed in checkout or signed by the Customer states, as a minimum:

- Customer legal name, CVR/VAT number, address and contact email
- Tier, modules, additional capacity and usage limits
- Fees (excl. VAT), invoicing frequency and payment terms
- Initial Term, renewal, 90-day notice of non-renewal and price adjustment (up to 10% at renewal)
- Documents accepted, each with version number: Subscription Agreement, Schedule 1, Schedule 2, Terms of Use, Acceptable Use Policy
- Name and role of the person accepting on behalf of the Customer, and the authority confirmation under Section 1.3